



BURLINGTON NORTHERN

1-113A012

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INTERSTATE COMMERCE COMMISSION

LAW DEPARTMENT

No.

Date.....

Fee \$ 10.00

Washington, D. C.

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

April 20, 1981

Dear Mr. Oswald:

I enclose one original counterpart and two certified true copies of the instrument described in paragraph (1) hereof for recordation pursuant to Section 11303(a) of the Interstate Commerce Act. Please return the original and one certified true copy and retain one certified true copy for the Commission's files.

In accordance with 49 CFR Part 1116, pertaining to the recordation of documents, I wish to advise you as follows:

(1) The enclosed document is an Instrument of Appointment, Acceptance of Appointment by Successor Trustee and Transfer entered into by Burlington Northern Inc., 176 East Fifth Street, St. Paul, Minnesota 55101, Lessee; Morgan Guaranty Trust Company of New York, 30 West Broadway, New York, New York 10015, Trustee; and Citibank, N.A., 5 Hanover Square, New York, New York 10004, Trustee, whereby Morgan Guaranty Trust Company of New York grants, bargains, sells, and sets over to Citibank, N.A., as Successor Trustee, all the right, title and interest of the Morgan Guaranty Trust Company of New York, as Trustee, in and to the estate created by Burlington Northern Inc. Equipment Trust of 1974, Series 1.

(2) The Equipment Trust Agreement was filed and recorded in your office on April 17, 1974, ICC Recordation No. 7478.

(3) After recordation the original documents should be returned to Mrs. Carolyn Kunkel, Kunkel Transportation Services, Inc., 425 13th Street N.W., Suite 523, Washington, D.C. 20004.

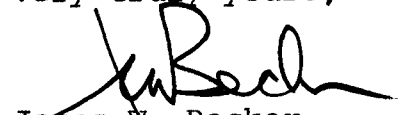
(4) The recordation fee of \$10 is enclosed.

RECEIVED
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Interstate Commerce Commission
April 20, 1981
Page Two

Please acknowledge receipt of the documents on the enclosed copy of this letter.

Very truly yours,

A handwritten signature in dark ink, appearing to read "J. Becker", written over the typed name.

James W. Becker
Assistant General Solicitor

JWB/dr
Encs.

7478-D
RECORDATION NO. Filed 1425

APR 23 1981 - 11 10 AM
INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF APPOINTMENT, ACCEPTANCE
OF APPOINTMENT BY SUCCESSOR TRUSTEE
AND TRANSFER

WHEREAS, BURLINGTON NORTHERN INC., a Delaware corporation (hereinafter referred to as the "Company"), and Morgan Guaranty Trust Company of New York, a New York trust company having its principal place of business in the Borough of Manhattan in the City of New York and the State of New York (hereinafter referred to as "Morgan"), as Trustee, entered into the Equipment Trust Agreements listed in Schedule A hereto (such Equipment Trust Agreements as heretofore supplemented or amended are hereinafter referred to as the "Equipment Trust Agreements"), pursuant to the terms of each of which title to certain railroad equipment leased to the Company is held by the Trustee in trust for the benefit of the holders of the Trust Certificates (as such term is defined in the Equipment Trust Agreements) issued thereunder;

WHEREAS, Morgan has continued to act and is now acting as Trustee under the Equipment Trust Agreements;

WHEREAS, the Equipment Trust Agreements each provide that the Trustee may at any time divest itself of title to the Trust Equipment (such term is used herein as it is

defined in each of the respective Equipment Trust Agreements) and terminate its duties and obligations and rights under each of the Equipment Trust Agreements and the Trust Certificates issued thereunder by giving written notice thereof to the Company;

WHEREAS, in accordance with the provisions of the Equipment Trust Agreements, Morgan, as Trustee thereunder, gave written notice on the 22nd day of October, 1980 to the Company of its desire to divest itself of title to the Trust Equipment and terminate its duties and obligations and right under each of the Equipment Trust Agreements and the Trust Certificates issued thereunder (a copy of such notice is attached hereto as Exhibit A);

WHEREAS, the provisions of the Equipment Trust Agreements also provide, among other things, that in case at any time the Trustee shall so notify the Company in writing, the Company shall thereupon designate in writing to the Trustee a bank or trust company, qualified as set forth in the Equipment Trust Agreements, to serve until or unless a successor is appointed by the holders of the Trust Certificates as provided therein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. Effective at the close of business on October 27, 1980, the Company hereby appoints Citibank, N.A., a national

banking association incorporated and existing under the laws of the United States of America (hereinafter referred to as the "Bank") having its corporate trust office at 5 Hanover Square, New York, New York 10004 as successor Trustee under the Equipment Trust Agreements and the Trust Certificates.

2. Effective at the close of business on October 27, 1980, the Bank hereby accepts appointment as successor Trustee under the Equipment Trust Agreements and the Trust Certificates, and accepts all the estates, properties, rights, powers, trusts, duties and obligations of Morgan, the Bank's predecessor in trust under the Equipment Trust Agreements, upon the terms and conditions set forth herein and therein.

3. The Bank, pursuant to the provisions of the Equipment Trust Agreements, hereby requests that Morgan by these presents transfer and convey to the Bank, as successor Trustee, all the right, title and interest in and to the Trust Equipment and to any cash, securities or other property held by Morgan under the Equipment Trust Agreements and all the rights, powers, trusts, duties and obligations of Morgan, as Trustee under the Equipment Trust Agreements, and hereby requests that the Company by these presents join in such transfer and conveyance.

4. Pursuant to the request of the Bank, Morgan hereby grants, gives, bargains, sells, aliens, remises, releases,

conveys, confirms, assigns, transfers, delivers and sets over to the Bank as such successor Trustee all the right, title and interest of Morgan in and to the estate created by the respective Equipment Trust Agreements (including, without limitation, any money, Government Securities [such term is used herein as it is defined in the respective Equipment Trust Agreements] and Trust Equipment) and all rights, powers, trusts, duties and obligations under the Equipment Trust Agreements and the Trust Certificates and does hereby pay over, assign, transfer and deliver to the Bank, as successor Trustee, any money or Government Securities or other property to which Morgan, as predecessor Trustee, holds pursuant to the terms of the Equipment Trust Agreements.

The above-mentioned Trust Equipment is granted, given, bargained, sold, alienated, remised, released, conveyed, confirmed, assigned, transferred, delivered and set over by Morgan Guaranty Trust Company of New York, as Trustee, in the respective condition "as is" of each unit of such Trust Equipment, without any representation or warranty whatsoever, with respect to the Trust Equipment, express, implied or statutory, in law or in equity, by Morgan Guaranty Trust Company of New York, as Trustee, including, without limitation, any representation or warranty as to the existence, value, quality, condition, merchantability,

obsolescence, fitness, suitability for use or working order of any of such Trust equipment being transferred hereby and, with respect to the Trust Equipment, without recourse against Morgan Guaranty Trust Company of New York, as Trustee, in any event, in any contingency or for any cause, except that Morgan warrants that it has conveyed the title it possesses in the Trust Equipment free of liens or defects of title resulting from action taken or omitted to be taken by Morgan other than in connection with the transactions contemplated by the respective Equipment Trust Agreements; and such Trust Equipment is accepted by the Bank, as successor Trustee, subject to all the foregoing conditions set forth in this paragraph.

5. Upon the transfer and delivery of all moneys, any Government Securities in which any of said moneys may then be invested and Trust Equipment held by Morgan, as Trustee, and the execution by Morgan of such instruments of transfer as may be reasonably requested by the Bank, and upon acceptance by the Bank of the assignment and of the trust, Morgan shall be relieved and discharged of all the title, rights, powers, duties and obligations of the trust thereunder and under the Trust Certificates, and the same shall become vested in the Bank, and every provision hereof applicable to Morgan shall apply to the Bank with like effect as if the Bank had been originally named therein in the place and stead of Morgan.

6. Notwithstanding any of the above, the appointment of the Bank as successor Trustee is subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates under each of the Equipment Trust Agreements by an instrument in writing to appoint any successor trustee, if such appointment is made within one year from the date of the giving of notice by Morgan to the Company of its resignation as Trustee.

7. The Bank shall not be held responsible in any way to the holders of the Trust Certificates or to any other person by reason of any act or omission of Morgan as Trustee.

8. The Company, for the purpose of more fully and certainly vesting in and confirming to the Bank, as such successor Trustee, such title and such estates, properties, rights, powers, trusts, duties and obligations, at the request of the Bank, joins in the execution hereof.

9. The Company represents and warrants that

(a) it is validly organized and existing;

(b) assuming due execution and issuance thereof by Morgan, the Certificates were validly and lawfully issued;

(c) it has performed or fulfilled each covenant, agreement and condition on its part to be performed or fulfilled under the Equipment Trust Agreements;

(d) it has no knowledge of the existence of any default, or event of default, or any event which upon notice or passage of time or both would become a default or an event of default, under the Equipment Trust Agreements; and

(e) it will continue to perform the obligations undertaken by it under the Equipment Trust Agreements and its Guaranty endorsed on each Trust Certificate.

10. Morgan represents and warrants to the Bank that

(a) it has made, or promptly will make, available to the Bank originals of all documents relating to the trusts created by the Equipment Trust Agreements and all information in the possession of its corporate trust department relating to the administration and status thereof and will furnish to the Bank any of such documents or information the Bank may select; and

(b) based on information known to the officers in the corporate trust department of Morgan, as Trustee, no default or event of default or event which upon notice or lapse of time or both would become a default or an event of default under the Equipment Trust Agreements exists.

11. The Bank represents and warrants that it is eligible and qualified to serve as successor Trustee under the provisions

of the Equipment Trust Agreements.

12. The Company hereby covenants to do and perform any other act, and to execute, acknowledge, deliver, file, register and record this Instrument of Appointment, Acceptance of Appointment by Successor Trustee and Transfer, or such other instruments as may be appropriate, to be filed and recorded pursuant to Section 11303 of the Interstate Commerce Act (successor to Section 20C of such Act) and otherwise as may be required by law for the full protection of the title of the successor Trustee and of the rights of the holders of Trust Certificates so that this Instrument, the Equipment Trust Agreements and all said other instruments, shall at all times be duly filed and recorded. The Company will promptly furnish to the successor Trustee certificates or other evidences of such filing and recording and an Opinion or Opinions of Counsel (as defined in the Equipment Trust Agreements) with respect thereto.

13. The Company covenants and agrees to execute all writings recognizing the transfer of title as hereinbefore set forth and all instruments of further assurance or otherwise as reasonably may be requested by the successor Trustee in the premises, and will do and perform any and all acts necessary to establish and maintain the title and rights of the successor Trustee in and to the Trust Equipment.

14. Notwithstanding anything to the contrary in the Equipment Trust Agreements and the Trust Certificates, any Trust Certificate issued by the Bank as successor Trustee under the Equipment Trust Agreements shall be signed by the facsimile signature of one of its Senior Trust Officers and the manual signature of one of its Authorized Officers and its corporate seal in facsimile shall be imprinted thereon and attested by the facsimile signature of one of its Trust Officers and thereupon such Trust Certificate shall have the same effect as if it had been signed prior to the entry into force of this Instrument by the facsimile signature of a Vice President of Morgan and Morgan's corporate seal or a facsimile thereof had been affixed thereto and attested by one of the Assistant Secretaries of Morgan.

Similarly, with the same effect, any dividend warrants attached to the Trust Certificates shall bear the facsimile signature of one of the Bank's Senior Trust Officers in place of the facsimile signature of one of Morgan's Vice Presidents.


15. This Instrument of Appointment, Acceptance of Appointment by Successor Trustee and Transfer is being executed in several counterparts each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

16. All notices, demands and other communications under the Equipment Trust Agreements shall be given to the Bank, as successor Trustee, at 5 Hanover Square, New York, New York, 10004, Attention: Corporate Trust Department, or at such other address as may hereafter be furnished to the Company in writing by the Bank.

IN WITNESS WHEREOF, BURLINGTON NORTHERN INC. has caused this instrument to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its corporate seal to be affixed hereunto, attested by its Secretary or one of its Assistant Secretaries; and MORGAN GUARANTY TRUST COMPANY OF NEW YORK has caused this instrument to be signed in its corporate name and behalf by one of its Vice Presidents, its corporate seal to be affixed hereunto, and the same to be attested by one of its Assistant Trust Officers; and CITIBANK, N.A. has caused this instrument to be signed in its corporate name and behalf by one of its Senior Trust Officers, its corporate seal to be affixed hereunto, and the same to be attested by one of its Trust Officers as of the 27th day of October, 1980.

By RC Butler
Vice President

G. F. Steinhilber
Assistant Secretary

By 
Vice President

Attest:


Assistant Trust Officer

CITIBANK, N.A.

By 
Senior Trust Officer

[Corporate Seal]

Attest:


Trust Officer

Schedule A

Burlington Northern Inc. Equipment Trust of
1973, Series 1, Equipment Trust Agreement dated as of
April 1, 1973.


Burlington Northern Inc. Equipment Trust of
1974, Series 1, Equipment Trust Agreement dated as of
April 15, 1974.

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 23rd day of October, A.D. 1980,
before me, a Notary Public in and for said County in
said State aforesaid, duly commissioned and acting as
such, appeared R. E. Sparrow, personally known to me
and known by me to be the person who executed the
within and foregoing instrument in the name and on
behalf of Morgan Guaranty Trust Company of New York,
who, being by me duly sworn, did depose and say that he
is a Vice President of Morgan Guaranty Trust Company of
New York, one of the corporations described in and that
executed the said instrument, and he acknowledged said
instrument so executed to be his free act and deed and
the free act and deed of said corporation, and on oath
stated that said instrument was signed and sealed in
behalf of said corporation by authority of its Board of
Directors, and that the seal affixed to said instrument
is the corporate seal of said corporation.

Witness my hand and official seal the day and
year aforesaid.

NOTARIAL SEAL



MAUREEN McSHANE
NOTARY PUBLIC, State of New York
No. 01MC4649500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1981

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 31st day of OCTOBER, A.D. 1980,
before me, a Notary Public in and for said County in
said State aforesaid, duly commissioned and acting as
such, appeared Ralph E. Johnson, personally known to me
and known by me to be the person who executed the
within and foregoing instrument in the name and on
behalf of Citibank, N.A., who, being by me duly sworn,
did depose and say that he is a Senior Trust Officer of
Citibank, N.A., one of the corporations described in
and that executed the said instrument, and he
acknowledged said instrument so executed to be his free
act and deed and the free act and deed of said corpora-
tion, and on oath stated that said instrument was
signed and sealed in behalf of said corporation by
authority of the Board of Directors of said corpora-
tion, and that the seal affixed to said instrument is
the corporate seal of said corporation.

Witness my hand and official seal the day and
year aforesaid.

NOTARIAL SEAL

H. Douglas Hunter

H. DOUGLAS HUNTER
Notary Public, State of New York
No. 31-4707995
Qualified in New York County
Term Expires March 30, 1981

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 27th day of October, A. D. 1980, before me, a Notary Public in and for said state and county, duly commissioned and acting as such, appeared R. C. Burton, Jr., personally known to me and known by me to be one of the persons who executed the within and foregoing instrument in the name and on behalf of Burlington Northern Inc., who, being by me duly sworn, did depose and say that he is a Vice President of Burlington Northern Inc., one of the corporations described in and that executed the said instrument, and he acknowledged said instrument so executed to be his free act and deed and the free act and deed of said corporation, and on oath stated that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that the seal affixed to said instrument is the corporate seal of said corporation.

Witness my hand and official seal the day and year aforesaid.

NOTARIAL SEAL

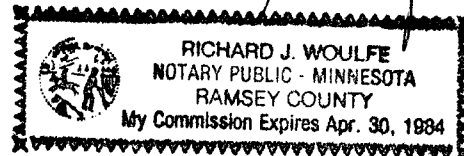


Exhibit A

October 22, 1980

Burlington Northern Inc.
176 East Fifth Street
St. Paul, Minnesota 55101

Attention: Mr. Raymond C. Burton
Vice President and Treasurer

Gentlemen:

NOTICE IS HEREBY GIVEN, pursuant to the terms of the Equipment Trust Agreements listed in Schedule A hereto, that Morgan Guaranty Trust Company of New York desires to divest itself of title to the Trust Equipment and to terminate its duties and obligations and rights under each of the Equipment Trust Agreements listed in the aforementioned Schedule A and the Trust Certificates issued thereunder.

Yours very truly,

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee

By/s/ Michael Culhane
Assistant Trust Officer

Schedule A

Burlington Northern Inc. Equipment Trust of
1973, Series 1, Equipment Trust Agreement dated as of
April 1, 1973.

Burlington Northern Inc. Equipment Trust of
1974, Series 1, Equipment Trust Agreement dated as of
April 15, 1974.